

WITHIN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION

Randy Lee Rindahl,
Plaintiff, & On Behalf of Himself - And
W-104 #07105 Similar Like Persons - Rule 23
1600 N. Drive Appointment of Counsel Rule 23(g)
Sioux Falls, SD 57117-5911

20-cv- 4044

Vs.

Kristen Noam - Governor for the State of South Dakota
3200 East Highway 34 - Pierre, SD 57501

Mike Leidholt - Secretary of Corrections
3200 East Highway 34 - Pierre, SD 57501

Darin Young - Warden
1600 N. Drive - Sioux Falls, SD 57117-5911

Troy Ponto - Assoc. Warden
1600 N. Drive - Sioux Falls, SD 57117-5911

John Beniton - Assoc. Warden
1600 N. Drive - Sioux Falls, SD 57117-5911

Cliff Fantroy - Director of Security
1600 N. Drive - Sioux Falls, SD 57117-5911

Chad Robert - Major
1600 N. Drive - Sioux Falls, SD 57117-5911

Keith Ditmanson - Section Manager
1600 N. Drive - Sioux Falls, SD 57117-5911

C. Wynia - Lt. Special Investigation Unit (SIU)
1600 N. Drive - Sioux Falls, SD 57117-5911

Welding - SSgt. Identification Office
1600 N. Drive - Sioux Falls, SD 57117-5911

Miller - West Hall Coordinator
1600 N. Drive - Sioux Falls, SD 57117-5911

All Defendants are shown within their official and unofficial capacity - Enjoin Any and All Unknown Person/Persons

**Civil Rights - Tort - Breach of Contract/3rd Party Contract
Enforcement/Performance - State Law Claims - False Claims Act -
Anti Kickback Act**

**42 USC 1983; 1985; 1986; 1987; 1988 + 47 USC 154-1473 + 15 USC
1-24 + 47 CFR 64.2401; 47 CFR 64.6090; 47 CFR 64.6110 + 18 USC
1961 - 1964 + 18 USC 241 - 242 + 1st, 5th, 8th and 14th**

**Amendments of the United States Constitution - Enjoining S. D.
Constitution - S. D. Codified Law(s) + 41 USC 8702 (A) (2) & (3)**

COUNT 1 - 47 CFR 64.6090

1) 5/22/2015, The Office of Procurement Management for South Dakota - On behalf of South Dakota Department of Corrections (**SD DOC**) had received **Proposed Contract #193** - To provide *Inmate Phone/Video Visitation through Global Tel Link Corporation; (GTL)*

2) 3/15/2016, Denny Kaemingk - Secretary of Corrections for the State of South Dakota had entered into a Contractual Agreement to provide the plaintiff known herein as Rindahl - various services to include Email Services/Game Center Pro/Streaming Music and EBooks;

3) Within said Contractual Agreement SD DOC and GTL had entered into an Agreement of Fraud - and Misrepresentation of **47 CFR §64.6090 'Flat-Rate Calling'**: "*No provider shall offer Flat-Rate calling for inmate calling services*" - **Proposal #193** - Enacted within the date of **3/15/2016** had identified within **Page 2 Chapter 4 Compensation**: "...*Calls will be billed at a minute rate and not by maximum length.*"

4) SD DOC and GTL had identified themselves within an Illegal/Unconstitutional Partnership - when shown with such

intent to bill Rindahl for time not used as defined pursuant to
47 CFR §64.6090, and other relevant statutes;

COUNT 1(a) Indifference to Grievance - Billing/Cost

5) Rindahl had virtue of **SD DOC Policy 1620-DOC /M8** Commenced to query various **SD DOC** and **GTL** Personnel to Address/Remedy Illegal/Unconstitutional Billing Practices - Adjoin deprivations to **47 CFR §§ 64.2401; 64.6090 and 47 CFR §64.6110**;

6) **10/12/2017**; Rindahl had queried 'Phone Services - Ingrid Doom' - *"Require examination of billing of debit phone calls, GTL, or the Dept. of Corrections has been billing myself for a minute rate:"*

Local \$0.06 (Contract \$0.05)

Long Distance \$0.10 - \$0.11 a Minute (Contract \$0.08)

GTL Personnel had responded upon **SD DOC Policy 1620-DOC /M8** sent to them within the date of **10/12/2017** - with the statement: "There are extra taxes added to debit calls **18%** tax for **9 + 10 cents** - **GTL's** response had created a continued violations of **47 CFR §64.6110** 'Consumer Disclosure of Inmate Calling Services Rates - within said statement - **SD DOC** and **GTL** had failed to Disclose and possible Contractual Rate Changes - adding to deprivations under **47 CFR §64.2401** Truth In Billing: - **Proposal**

#193 Contract enacted upon **3/15/2016 - page 2 Chapter 4** States within relevant part: "Rates for each type of service, agreed upon cost and any approved fees shall be identified in this section.."

7) Unknown **GTL** Personnel had responded to continued Billing Practices with a **18.8%** under the term **FUSF** - Indifference to the Contractual Agreement Cost of a call - increase from **10/12/2017 0.08%** Undisclosed - Mandated under **47 CFR §64.6110 - AS NOTED,**
GTL PERSONNEL WORK DIRECTLY UPON SD DOC GROUNDS;

8) **2/18/2018** - Rindahl had queried **GTL** Phone Services: "Examine cost of debit calls"

11/01/2017, 608-289-7543 .015 (.11)
10/13/2017, 608-266-0278 .119 (.12)
11/13/2017, 608-264-5156 .145 (.15)

Unknown **GTL** Personnel had responded thereon; "There are 18% taxes on **to** of listed debit prices."

9) **3/08/2018** - redress of phone rates outside the scope of contract within relevance to a **(55)** minute debit account phone call to **779-804-4349** - costing **\$7.51 - \$0.136** a minute rate - **GTL** Personnel had responded with a false statement: " There was no charge:" Question of **SD DOC - NONRESPONSE;**

10) **3/11/2018** - Rindahl had addressed Section Manager Madsen "or" Madson for **SD DOC** of over-billing rates - Madsen had failed to respond;

11) **3/13/2018** - Rindahl had required **GTL** Phone Services to address the question: "*Within prior request you have stated that debit phone calls have an additional tax of 18.8% upon them, does this extend to Prepaid calls, and if not why?*" **GTL** - Phone Service Personnel had responded: "*Yes just on out of state long distance &*";

12) **5/10/2016** - Prepaid Account Call for **18 minutes 4 seconds** at a cost of **\$1.52** - **\$0.08425721** a minute;

13) **4/08/2018** - Phone Services had responded to query: "*Could you advices me of the date of changes of phone rates under contract:*" Phone Services had responded once again within the returned **SD DOC Policy 1620-DOC /M8** on **4/09/2018**, with the statement: "*March of 2016*" Here **GTL** within conjunction to **SD DOC** had with intent, acted within acts of **Fraud/Misrepresentation** of contract;

14) 5/07/2018 - Rindahl had queried Assoc. Warden Beniton - referencing illegal altering of **GTL** Software through actions of **1 or more DOC Workstations**, creating obstruction - and illegal calling practices: Assoc Warden Beniton had Refused/Failed to investigate - or transfer to an investigation Dept.;

15) 5/10/2018 - within redress of Assoc. warden Beniton under provisions of **S. D. Codified Law §1-15-1.8** - drawing reference to Facility Warden Troy Ponto's inability to enforce contract - creating continued obstruction within access to governmental agencies to bring forth grievance;

16) 5/13/2018 - **3rd** addressment of Assoc Warden Beniton to enforce policy and contract relevant to **GTL** Contract - investigate - discipline;

17) 6/18/2018 - Rindahl had addressed Major Iden-Beniton to investigate breach of contract - and enforcement requirements;

18) 6/24/2018 - Redress of Major Iden-Beniton's Office of obstruction of phone lines meant to obtain legal advice - requiring her office to go over Assoc Warden Ponto's Position for investigation into phone (Contract) fraud;

19) 11/02/2018 - Rindahl had queried Warden Young/Assoc Warden Ponto - Adjoin Section Manager Ditmanson of illegal altering of contract to affect billing/glossary terms - said positions refused/failed to adhere to contract and policy under **S. D. Codified Law 1-15-1.8;**

20) 11/23/2018 - Redress of Warden Young and Assoc Wardens of illegal billing practices;

21) Inability of Warden Young's and Assoc Warden Ponto to enforce contract - investigate into fraud - resulted within redress of Assoc Warden Beniton within the date of **3/16/2019;** - unresponded to;

22) 6/29/2019 - Addressment of Section Manager Madsen to enforce **GTL** Contract/Contract Performance;

23) 10/19/2019 - Addressment of Deputy Warden and inability to enforce contract through Warden Young and Assoc Warden Ponto/Beniton - requirement to investigate & enforce **GTL** Contract;

24) 10/20/2019 - **2nd** addressment of Assoc. Warden Cook to enforce **GTL** Contract - Gone Nonresponse;

25) 10/20/2019 - Requirement of Warden Young, Deputy & Assoc

Warden Wardens to investigate into deprivations of **47 CFR**

§64.6090 - SD DOC Refused/failed to respond;

26) 10/30/2019 - Addressment of Warden Young, Deputy Warden &

Assoc Wardens to adhere to mandates set forth under **47 CFR**

§64.2401 - found within Disclosure within **[Version Info]** known
as **[Callrequesthistory]** provided by **GTL** - Suppressed by **SD DOC**;

27) 11/01/2019 - Addressment of Major Iden-Beniton - Requirement

to investigate into contract fraud between **SD DOC** & **GTL** - Noting

47 CFR §§64.6090, 64.2401 & 47 CFR §64.6110;

28) 11/12/2019 - Addressment of Warden Young & Assoc Wardens

requiring contract enforcement pursuant to **S. D. Codified Law**

\$1-15-1.8;

29) 12/30/2019 - Addressment of Warden Young/Assoc Warden(s) and

Ditmanson - addressing prior request - inability to enforce

contract - address CFR's - Nonresponse;

30) 1/18/2020 - Addressment of Cabinet Secretary - RE: Fraud

within GLT Billing Accounts - Notice Count 1 (b);

**COUNT 1 (b) ILLEGAL/UNCONSTITUTIONAL TERMS
TO CREATE OBSTRUCTION:**

31) Contract Proposal # 193 - Dated **May 22nd 2015** - Enacted within the date of **March 15th 2016** - had identified **Inmate Glossary Terms** within **Pages 98 - 99** - To which at no time upon enactment - had **GTL** identified the Term 'Courtesy Marketing' within its Contractual Agreement Glossary Terms - when shown to be affixed through one of various workstations for **SD DOC** - with the intent to be obstructive;

32) 4/30/2017 - Rindahl had addressed Secretary of Corrections - Denny Kaemingk - in such - Rindahl had addressed Kaemingk relevant to the term Courtesy Marketing - when used to create obstruction of Family/Friends Phone Numbers;

33) 5/30/2018 - Addressment of Young & Assoc Warden(s) Ponto/Allcock of the emplaced obstruction;

34) 6/07/2017 - Addressment of Warden Young' & Assoc Warden's to address obstruction found under the term Courtesy Marketing - returned through Lorah Olson (**Olsen**) with the statement: "They need to set up an account to call collect";

COUNT 1 (c) BILLING ACCOUNTS:

35) SD DOC had enacted into a Contractual Agreement with **GTL** to provide *Inmates* as seen within the plaintiff *Phone Services/Video Visitation* as outlined within **Contract Proposal #193** - As apart of said Contract - **GTL** had outlined **Payment Options** - **Page 84 - Chapter 3.12 - Payment Options** - Identifying **GTL's** Method of Payments:

47 CFR §64.6000 - *Definition - Statutory Authority 47 USC §§154; 202; 217; 218; 220; 222; 225; 228; 251(a); 251(e); 254(k); 262; 403(b) (2) (B), (c); 616; 620; 1401-1473:*

36) 47 CFR 64.6000(d) **Collect Billing** means an arrangement whereby the called party takes affirmative action clearly indicating that it will pay the charges associated with a call originating from an inmate telephone:

37) 47 CFR §64.6000(p) **Prepaid Calling** means a prescription or comparable services in which a consumer other than an inmate funds an account set up through a provider of inmate billing services, funds from the account can then be used to pay inmate calling services, including calls that originate with an inmate:

38) 8/28/2015 - Rindahl had addressed the Secretary of Corrections - Denny Kaemingk - with request to investigate into fraudulent billing practices under Definition of **47 CFR §64.6000** - Rindahl had identified making Collect Phone Calls - to have Billing Statement Sheets mandated under **47 CFR §64.2401** Truth In Billing relevant to **715-286-5564** - revealed a pattern of **(3)** **Three** years Billing Practice within definition of Prepaid:

39) 4/30/2017 - Rindahl had redressed Secretary of Correction - Denny Kaemingk within relevant reference to **8/28/2015**;

40) 11/29/2019 - Addressment of Deputy Secretary - Doug Clark - Requiring addressed of default of contract within the meaning of **47 CFR §§64.2401; 64. 6090 & 47 CFR §64.6110**;

41) 12/07/2019 - Rindahl had addressed Lt. Wynia - **RE: Illegal Billing Practices** as found within Prepaid/AdvanceOnePay - Relation workstation Placement within Illegal Access to **GTL** Operating System within Main Control and other relevant Workstations - related to hers, and her family members - Request Nonresponse to;

42) 12/07/2019 - Redress of Secretary of Correction (Cabinet) identifying Illegal Billing Practices & Deprivations to **47 CFR**

§64.2401/47 CFR §64.6110: Identifying 47 CFR §64.2401(a) (1)

Truth In billing requirements - which revealed relevant information emplaced to identify the Service Provider for each call made - in said case, mandated Billing Information had revealed **SD DOC** liable for said information mandated under provisions of **47 CFR §64.2401(a) (1)**;

43) 1/23/2018 - Rindahl had queried **GTL** Personnel (Phone Services) of Billing Status relevant to various phone numbers - **GTL** Personnel had responded within reference to thereto; within the date of **1/24/2018** - "No collect setup." **47 CFR §64.6000(d)**
"...Called party takes affirmative action clearly indicating that it will pay..." Here, **GTL** Personnel had acted within Fraud and Misrepresentation of **47 CFR §64.6000(d)** - creating obstruction within various phone numbers;

44) 5/21/2018 - Rindahl had filed **SD DOC Policy Inmate Complaint/Problem Form (4008 - DOC/G-39)** with **GTL** Personnel relevant to 605-716-6202 - Mary Schwarzenberg: "*Problem had commenced at the initial hook up of the phone with [No Answer]...*" **GTL** Personnel had continued as within **paragraph [43]** with "*They have no collect money set up.*"

45) 6/09/2018 - Redress of Phone Services within "Status of phone # 217-466-6031; 217-264-1066": "Both need collect money put on them".

46) 1/30/2020 - Rindahl had redress Deputy Secretary - Doug Clark - "ATTN: Default of **GTL** contract through SD DOC" - redressing indifference to **47 CFR §§64.2401/64.6110** - 'addressing SD DOC failed/refused to remedy - adjoin identifying the Sherman Act within an Illegal Partnership with **GTL** in Billing fraud - Obstruction Applied through Young/Beniton/Ponto/Fantroy & Robert;'

COUNT 2 OBSTRUCTIONS WITHIN ACCESS TO THE COURTS/MEDIA

47) Through various timelines - Rindahl had applied Application with **GTL** - To apply various Federal/State Courthouse/Media - Adjoin Governmental Agencies Phone Numbers upon his Phone List;

48) Upon verification of acceptance of venue to convey grievance - Rindahl had commenced to place series of Debit Account phone calls to:

Paul Ryan's Janesville, Wisconsin & Washington, D. C. Offices - No Response;

Wisconsin Department of Justice Civil Section Chief - No Response;

Wisconsin Governor - Tony Evers - No Response;

Wisconsin 1st District - No Response;

D. C. Federal Courthouse - No response;

Keith Loken - Attorney for International Law - Department of State - No Response;

Renee Christensen - Attorney At Law - Disconnected;

Eastern District of Virginia - Federal Courthouse - No Response;

Chris McKinney - Wisconsin Office of Government Affairs - No response;

Angela Kennecke - Kelo Land News Investigator - Site BTN Block;

49) 9/23/2017 - Within an inability to obtain connection with Paul Ryan's Phone Numbers - Rindahl had addressed said obstruction with Warden Young - identifying inability upon Debit Calls to make connection with Mr. Ryan's Office - Warden Young failed to respond;

50) 10/16/2017 - Rindahl had required **GTL** Personnel to redress Kelo Land News Phone on his phone list - **GTL** Personnel had responded upon the sent **SD DOC Policy 1620-DOC /M8** within the date **10/17/2017**: "Active" After Billing Statements identified "Site BTN Block" when shown to have placed Debit Account Calls;

1/24/2018 - Cabinet Secretary Identified Kelo-Land had restricted access August/2014

1/11/2020 - Rindahl had requested GTL Personnel to identify the date of Hook-up - and disconnect of Kelo-Land News Investigative Reporter - GTL Personnel had responded within the statement: "**9/27/2017** - Blocked on **8/27/2014** - Do not have other info:"

51) 10/30/2017 - Redress of Warden Young & Assoc. Warden Ponto/Allcock of obstruction of **Paul Ryan's Offices/WDOJ/Racine Co. District Attorney** - Addressing said obstruction by design through Cliff Fantroy's Office - Requiring Criminal investigation: Non Responded;

52) 11/17/2017 - Addressment of Warden Young - Assoc. wardens Ponto/Allcock of production of Hardcopies of obstruction of Wisconsin Governmental Agencies phone numbers provided to Cliff Fantroy - Adjoin Illegal Altering of contract software; non response;

53) 11/20/2017 - Addressment of Assoc. Warden Ponto - "Your phone service has created a deprivation of constitutionally protected right within freedom of speech within obstruction of phone numbers - address issue as such - remedy - discipline" - gone unresponded;

54) 11/24/2017 - Redress of Cabinet Secretary of Wisconsin Phone Numbers - requiring proper investigation - address indifference of Young, Ponto & Allcock to their ministerial duties to enforce contract;

55) 11/28/2017 - Upon Rindahl's request - South Dakota Division of Criminal Investigation (**SD DCI**) had conducted an investigation into In Part - obstruction of phone Numbers - Undisclosed report filed with South Dakota Attorney General;

56) 2/26/2018 - Addressment of Assoc. Warden Ponto of Cliff Fantroy withholding Hardcopy Documentation from **SD DCI** of obstruction of Wisconsin Governmental Agencies Phone Numbers: Gone Unresponded to;

57) 3/03/2018 - Rindahl had notified Warden Young of his Assoc. Warden Ponto's inability to investigate into Cliff Fantroy's concealment of Hardcopies of obstruction of Wisconsin Governmental Agencies Phone Numbers - Requiring his Office investigate - Remedy - Discipline: Gone Unresponded to;

58) 3/30/2018 - Upon application to apply South Dakota Department of Justice Section Chief - **GTL** had verified

acceptance within the date of **4/03/2018** - to which Rindahl upon placement had made a series of unconnected Debit Calls;

59) 4/08/2018 - Rindahl had addressed Section Manager Ditmanson:

"Within reference to inability to obtain proper investigation out of SIU (Special Investigation Unit) I'm required to address various levels to adhere to policy mandates within: (3) Obstruction of Wisc. Governmental, and personal phones," at no time had Ditmanson responded within accordance to **S. D. Codified Law §§1-15-1.8/24-1-11** within contract enforcement - nor policy;

60) 6/29/2018 - Redress of Assoc. Warden Beniton to adhere to

provisions of **S. D. Codified Law 1-15-1.8** - identifying Assoc. Warden Ponto & Major Iden-Beniton's inability to adhere - and enforce policy/contract; nonresponse to;

61) 9/01/2018 - Redress of Warden Young and Assoc. Warden Ponto

continued problem of obstruction of governmental phone lines after **GTL** obtains consent of venue to convey grievance, and or petition - gone unaddressed to date - obstruction shown to extend out of **SD DOC**;

62) 4/30/2019 - Addressment of Warden Young & Assoc. Warden

Ponto/Section Manager Ditmanson - identifying GTL's conformation

of acceptance of venue to convey grievance, and or petition with Whitehall Co. Courthouse/Eau Claire Co. Courthouse - requiring said personnel to investigate for obstruction within Access to the Courts; Nonresponse:

63) 5/14/2019 - Rindahl had addressed Correctional Personnel Wynia within direct relevance to emplaced obstruction through **SD DOC** - requirement to investigate - included Eau Claire Co. Courthouse; **(715-839-4801)**

5/14/2019 - Rindahl had filed with **GTL Personnel** - **Inmate Complaint/Problem Form (4008-DOC/G-39)** filed with GTL Personnel -RE: "No connection to Clerks Office Eau Claire Co. Courthouse 715-839-4801" - GTL Personnel had responded: "It goes to prompts for departments"

5/30/2019 - Addressment of Phone Services - Global Tel Link Corporation: "Could you please identify the duration of the phone call within 715-839-4801 within the am hours of 5/30/2019 - Thank you!" GTL Personnel had responded thereto: with "\$1.01" on **5/31/2019**;

64) GTL's filed response of **5/31/2019** has verified application of Prompt Protocol's within accordance to **Contract Proposal #193 Unlimited Number Blocking - page 38** to Convey Grievance to the Courts:

8/17/2019 - Eau Claire Co. Courthouse had verified telephone conversation under Prompt Protocol (Automatic) within Correspondence:

65) 5/28/2019 - Cabinet Secretary - Rindahl had required Mike Leidholt to investigate into obstruction within Access to the Courts;

66) 6/08/2019 - Addressment of Assoc. Warden Cook - Had been required to address continued obstruction within Access to the Courts after GTL had confirmed said venue to convey grievance - investigation mandated - written response mandated - Assoc. Warden Cook refused/declined to respond;

67) 6/28/2019 - Phone Services/Global Tel Link Corporation had responded to verification of connection of Augusta, Wisconsin Attorney: "Could you verify said 715-286-2676 Attorney Phone Number is connected/Works will Receive Phone Calls!" **GTL** Personnel responded "Disconnected";

68) 9/06/2019 - Addressment of Warden Young and Assoc. Warden Ponto/Beniton of obstruction of Alexandria, Virginia Federal Courthouse **701/299/2100** - when shown to have a Prompt Protocol - required investigation into possible obstruction through **SD DOC**;

69) Redress of Assoc. Warden Beniton on 9/20/2019 RE: Debit Calls to Eau Claire Co. Courthouse with Prompt Protocol connected - same Protocol requirements within Virginia Federal Courthouse obstructed - creating injury within Access to the Courts - Beniton transferred said grievance to Section Manager Badure for response;

70) 10/10/2019 - Addressment of Assoc. Warden Beniton of obstruction of Eastern District of Virginia Federal Courthouse - adjoin Chris McKinney Phone Number - Both numbers verified through **GTL** as accepted - require investigation - remedy - discipline;

71) 10/10/2019 - Addressment of Deputy Warden to investigate into obstruction of **703-299-2100** - require investigation - discipline;

72) 12/12/2019 - Addressment of **GTL** within **SD DOC Policy Inmate Complaint/Problem Form (4008-DOC/G-39)** RE: Chris McKinney **608-**

266-1121 - Debit Account Cannot connect: **GTL** Personnel had responded: "Disconnected" on **12/13/2019**;

73) 12/12/2019 - Application with **GTL** to place Keith Loken - Attorney for International Law - Department of State - confirmed **12/13/2019**;

74) 12/14/2019 - Application to apply Renee Christensen - Attorney At Law to bring forth Grievance against SD DOC/Health Services;

1/03/2020 - Rindahl had filed **SD DOC Policy Inmate Complaint/Problem Form (4008-DOC/G-39)** RE: Debit Account Call - Didn't Connect - **GTL Personnel** had responded "Disconnected" **1/07/2020**;

75) 12/20/2019 - Addressment of Warden Young & Assoc. Warden Beniton - Redress of obstruction of Federal Courthouse within the 4th Circuit - Attention to Contract - **Unlimited Number Blocking**; - Non Response;

76) 1/09/2020 - Addressment of Warden Young - Assoc. Warden - Ditmanson - Requiring enforcement of GTL Contract as Mandated -

Injury within Access to Courts through emplaced obstruction of priory approved phone lines to the Courts;

77) 1/24/2020 - Addressment of Assoc. Warden Beniton - RE:
Obstruction of priory approved Wisconsin Governors Phone Number
- Require investigation - **608-888-1665** - Unresponded to;

78) 1/29/2020 - Addressment of Major Chad Robert - RE:
Investigation into Obstruction **of 703-299-2100** Federal Courthouse - Creating Injury within Access to Courts; Non Responded to;

79) 1/30/2020 - Addressment of Deputy Secretary Doug Clark - RE:
Default of GTL Contract within conduct/actions of **SD DOC** -
Require investigation - Remedy - Disciple actions within said matter;

COUNT 3 - 47 CFR 64.2401 TRUTH IN BILLING

47 CFR §64.2401 Truth In Billing Requirements (a) Bill organization, Telephone bills shall be clearly organized and

MUST COMPLY WITH THE FOLLOWING REQUIREMENTS:

AS A PART OF GTL OPERATING SYSTEM. GTL OFFERS AS IDENTIFIED UNDER EXHIBIT A 'INNATE TELEPHONE SERVICES' INNATE TELEPHONE AND TTY'S BY FACILITY; [SERVICES]" COMPANY SHALL BE RESPONSIBLE FOR: a) FURNISHING THE EQUIPMENT LISTED BELOW; b) THE ESTABLISHMENT (IF AND TO THE EXTENT REQUIRED OF COMPANY BY LAW) AND COMPLIANCE WITH ALL TARIFFS AND ALL RULES, REGULATIONS, ORDERS, AND POLICIES OF FEDERAL AND STATE REGULATORY AUTHORITIES APPLICABLE TO THE AUTOMATED OPERATOR SERVICES PROVIDED BY THE COMPANY; c) THE ESTABLISHMENT AND MAINTENANCE OF ALL BILLING AND PAYMENT ARRANGEMENTS WITH THE LOCAL AND INTEREXCHANGE CARRIERS; d) THE PROCESSING OF ALL TELEPHONE CALL RECORDS; e) THE PERFORMANCE (ALONE OR THROUGH OTHERS) OF ALL VALIDATION, BILLING, AUTOCLEARING AND COLLECTION SERVICES; AND f) THE HANDLING OF ALL BILLING AND OTHER INQUIRIES, FRAUD CONTROL, AND ALL OTHER SERVICES ESSENTIAL TO THE PERFORMANCE OF THE COMPANY'S OBLIGATIONS UNDER THIS AGREEMENT;"

80) 11/03/2018 - RINDAHL HAD REQUESTED PRINT OUTS (47 CFR 64.2401) OF A SERIES OF PHONE NUMBERS (7/2017 TO DATE) FROM GTL PERSONNEL ASSIGNED TO DOC GROUNDS

- GTL HAD RESPONDED WITH THE DENIAL STATEMENT:
"HS NO LONGER AVAILABLE."

81) 1/13/2018 - RINDAHL HAD REQUESTED PHONE SERVICES (OSEN) FOR BILLING PRINT OUT FROM "7/2017 TO DATE" FOR A SERIES OF NUMBERS - GTL PERSONNEL UPON SD DOC GROUNDS HAD RESPONDED: "YOUR ATTORNEY HAS TO SUBPOENA FOR THEM NOW I CAN'T JUST PRINT THEM!"

82) 1/28/2018 - RINDAHL HAD QUERY PHONE SERVICES: "COULD YOU PRINT OUT PHONE CALLS TO:" GTL PERSONNEL HAD RESPONDED: "NO NOT ALLOWED TO ONLY WITH ATTORNEY SUBPOENA."

83) 4/25/2018 - RINDAHL HAD QUERY PHONE SERVICES: "COULD YOU PLEASE SEND ME A DEBIT BILLING STATEMENT FOR ALL PHONE NUMBERS EXTENDING FROM 2/2018 TO DATE." - "ADJOIN COLLECT STATEMENT OF 715-877-3193 FOR THE LAST MONTH 4/01 TO 4/25/2018 THANK YOU" - GTL (PHONE SERVICES) PERSONNEL ASSIGNED TO SD DOC GROUNDS HAD RESPONDED: - "PHONE RECORDS ONLY CAN BE GIVEN IF ATTORNEY SUBPOENA!"

84) 5/19/2018 - RINDAHL HAD CONTINUED TO QUERY PHONE SERVICES: "FOR BALANCE SHEET OF DEBIT, PREPAID

AND ADVANCE ONE CALL EXTENDING FROM 3/15/2016 TO DATE; "GTL PERSONNEL HAD RESPONDED WITHIN THE DATE OF 6/01/2018 - "NO ONLY ATTORNEY CAN ASK FOR PHONE RECORDS".

85) 5/27/2018 - RINDAHL HAD FILED SD DOC Policy 16020-Doc/NB WITH "GTL PHONE SERVICES" WITHIN A PRIOR REQUEST OF YOUR OFFICE; YOU HAD STATED THE DEPT OF CORRECTIONS HAD NO ACCESS TO THE GTL OPERATING SYSTEM, EXCEPT RECORDINGS. SEVERAL WEEKS AGO WHILE WITHIN THE WEST HALL COORDINATOR'S OFFICE HAD BEEN SHOWN THE COMPLETE GTL OPERATING SYSTEM - COULD YOU EXPLAIN SUCH CHANGE WITHIN PROVISIONS, AND WHEN SAID PROCEDURE HAD CHANGED - ALSO, COULD YOU PLEASE PROVIDE MYSELF A DEBIT, PREPAID AND ADVANCE ONE ACCOUNT SHEET SINCE PROGRAM COMMENCED FOR "MY PERSONAL RECORDS! THANK YOU!" GTL PERSONNEL UPON SD DOC GROUNDS HAD RESPONDED WITHIN THE DATE OF 5/26/2018 WITH THE STATEMENT: "ALL DOCUMENT SHOULD HAVE ONLY BEEN OBTAINED BY AN ATTORNEY".

86) 11/05/2018 - RINDAHL HAD REQUIRED PHONE SERVICES TO: "COULD YOU PROVIDE MYSELF A PRINT OUT OF MY DEBIT ACCOUNTS FOR THE LAST YEAR - THANK YOU!"

PHONE SERVICES HAD RESPONDED WITHIN THE DATE:
"NO ONLY ATTORNEYS CAN SUBPOENA FOR THEM."

87) 12/06/2019 - RINDAHL HAD REQUIRED 'PHONE SERVICES - GLOBAL TEL LINK CORPORATION' - "PRINT OUT OF PHONE NUMBERS;" GTL HAD RESPONDED WITHIN THE DATE OF 12/17/2019 - "ONLY ATTORNEY CAN OBTAIN PHONE INFO PRINTOUTS".

88) 12/12/2019 - RINDAHL HAD REQUIRED 'PHONE SERVICE - GLOBAL TEL LINK CORPORATION' - "NEED PRINT DETAIL OF 703-229-2100 FROM INSTALLATION TO DATE - NOTING 47 CFR 64.2401 & 47 CFR 64.6110" GTL PERSONNEL HAD RESPONDED WITH THE STATEMENT; "ONLY LAWYERS CAN OBTAIN;"

89) PRIOR TO DISCONTINUED PROVISIONS OF CONTRACT - AND FEDERAL MANDATES - PHONE SERVICES - GTL PERSONNEL ASSIGNED TO SD DOC GROUNDS HAD PROVIDED THE MANDATES FOUND WITHIN 47 CFR 64.2401 - UNDEN SAID PROVISIONS - 64.2401(a)(1) IDENTIFIES LIABILITY OF PROVIDER FOR CHARGE OF BILLING - WHETHER 3RD PARTY- OR DIRECT BILLING - WITHIN IN SAID CASE - SD DOC HOLDING SOLE LIABILITY FOR [ALL] INDIFFERENCE THEREIN.

COUNT 4 - 47 CFR 64.6110 - CONSUMER DISCLOSURE
OF INMATE CALLING SERVICE RATES:

64.6110 'CONSUMER DISCLOSURE OF INMATE CALLING SERVICES RATES: 'PROVIDERS MUST CLEARLY, ACCURATELY, AND CONSPICUOUSLY DISCLOSE THEIR INTERSTATE, INTRASTATE, AND INTERNATIONAL RATES, AND ANCILLARY SERVICE CHARGES TO CONSUMERS ON THEIR WEBSITES OR IN ANOTHER REASONABLE MANNER, READILY AVAILABLE TO CONSUMERS:- PROVIDERS MUST CLEARLY, ACCURATELY, AND CONSPICUOUSLY DISCLOSE THEIR INTERSTATE, INTRASTATE, AND INTERNATIONAL RATES AND ANCILLARY SERVICE CHARGES TO CONSUMERS ON THEIR WEBSITE OR IN ANOTHER REASONABLE MANNER READILY AVAILABLE TO CONSUMERS.'

MARCH 15TH 2016 - SD DOC HAD ENTERED INTO CONTRACT WITH GTL TO PROVIDE SD DOC INMATES PHONE SERVICE/VIDEO VISITATION- PAGE 2 CHAPTER 4- 'COMPENSATION' IDENTIFIED GTL'S RATES WITHIN \$0.05 LOCAL - \$0.08 /INTER STATE/INTRASTATE - \$0.25 INTERNATIONAL - UNDER DEFINITION OUTLINED WITHIN CONTRACTUAL AGREEMENT PROPOSAL # 193

90) 10/12/2017 - GTL PERSONNEL ASSIGNED TO SD DOC GROUNDS RESPONDED TO QUERY: "REQUIRE

EXAMINATION OF BILLING OF DEBIT PHONE CALLS, GTL, OR THE DEPT OF CORRECTIONS HAS BEEN BILLING MYSELF FOR A MINUTE." PHONE SERVICES HAD RESPONDED: "THERE ARE EXTRA TAXES ADDED TO DEBIT CALLS 18% TAX FOR 98.910¢."

91) 9/25 - GTL HAD RESPONDED TO QUESTION OF UNSEEN TAXES WITH THE STATEMENT: "INTERSTATE CALL RATE \$10.09 PER MINUTE 1/2:51 MINUTE CALL \$10.09 = \$11.76 - \$11.76 * 18.8% FUTSF CHARGE = \$2.09 + OTHER STATE TAXES AND FCC FEES = \$2.20

92) 2/18/2018 - RINDAHL HAD REQUIRED GTL PHONE SERVICES: "EXAMINE COST OF DEBIT CALLS;" GTL PERSONNEL UPON SD DOC HAD RESPONDED: "THERE ARE 18% TAXES ON TOP OF LISTED DEBIT PRICES."

93) 3/08/2018 - RINDAHL HAD REQUIRED GTL PERSONNEL TO INVESTIGATE INTO RATE INCREASE OF "\$0.136"- GTL PERSONNEL RESPONDED: "THERE WAS NO CHARGE," WHICH IS FRAUD!

SD DOC Policy 1.1.C / STAFF CODE OF ETHICS III
DEFINITIONS: [STAFF MEMBER] "FOR THE PURPOSES OF THIS POLICY, A STAFF MEMBER IS ANY PERSON EMPLOYED BY THE DOC, FULL OR PART TIME, INCLUDING.. CONTRACT

94) 6/12/2018 - RIVDAHL HAD VIRTUE OF SO DOC
Policy 1620 - DOC/N8 ADDRESSED MAJOR BENIGN!
"AN ISSUE THATS GONE UNADDRESSED RELEVANT
TO 6TH PHONE;" - "Q. OVERBILLING OF PREBID PHONE
#S UP TO #0.15 MINUTE, THE FUSE WAS A PART
OF PROPOSAL #193... "UNRESPONDED WITHIN WRITTEN
REQUEST - VERBAL - Told Assoc. WORDEN PONDO
A DIVIDED TRANSFER TO BUDURE"

95) 11/23/2018 - PHONE SERVICE:

"MADE CALL ON 11/23/2018
2:15PM TO 2:50PM
STARTING BALANCE \$21.12
ENDING BALANCE \$ 16.53"

"lost of 35 MINUTE
CALL \$4.59 AT A
RATE OF \$0.1311 A
MINUTE, CORRECT BALANCE,
IDENTIFY CHANGE OF RATE,
WHETHER THUR ILLEGAL ALTERING
AT CORRECTIONS, OR NOT."

CTL PERSONNEL RESPONDED: "GIVE IN
OPERATOR \$3.59 WAS CHARGE CREDIT \$1.00"

96) 11/23/2018- ADDRESSED WARDEN YOUNG & ASSOC.
WARDENS BENKTON/PANZO: "11/23/2018, I'D PLACED
A DEBIT CALL TO ALASKA AT A RATE OF \$0.102
A MINUTE, 11/23/2018 I MADE A DEBIT CALL
TO ILL AT A RATE OF \$0.131 A MINUTE - ~~CONTACT~~
CONTRACT STATES \$0.08 A MINUTE"- "INVESTIGATE
COST SEVERAL YEARS FOR FRAUD, REFUND MONIES";
"SP DOC REFUSED TO RESPOND."

COUNT 5- ILLEGAL ACCESS TO GTL OPERATING SYSTEM/SOFTWARE!

97) GTL IDENTIFIES ITS OPERATING SYSTEM AS
A BASIC A, B, C SYSTEM- A [INMATE]- B [SEVER]
AND C. [TO WHOM RECEIVES THE CALL] - EARLY 2018-
DINDAHL HAD IDENTIFIED THROUGH WEST HALL
COORDINATOR PLACEMENT OF AN INDIRECT
VERSION OF GTL OPERATING SOFTWARE/SYSTEM-
WEST HALL COORDINATOR HAD IDENTIFIED ACCESS TO
GTL'S BILLING SOFTWARE FROM HIS WORKSTATION.'

98) 3/18/2018- ADDRESSMENT OF CORRECTIONAL
PERSONNEL CINDY/MINDY WYNIA - REQUIRED
WRITTEN RESPONSE OF PLACEMENT OF CONUS - ACCESS
TO GTL SYSTEM- REFUSED TO RESPOND:

99) 5/12/2018 - ADDRESSMENT OF "WYNIA (2ND REQUEST)" REPRESS OF PLACEMENT IN COMS - ANY ACCESS TO GTL OPERATING SYSTEM - REFUSED TO RESPOND.

100) 6/10/2018 - ADDRESSMENT OF C. WYNIA - REPRESS OF ACCESS TO GTL OPERATING SYSTEM; "3RD REQUEST"

101) 7/26/2018 - ADDRESSMENT OF "C. WYNIA (S10)" RELEVANT TO OBSTRUCTION OF PHONE LINES - ILLEGAL ACCESS TO GTL SYSTEM.

102) MAY 8 2019 - WEST HALL COORDINATOR NYDEEN - ACCESS TO GTL SYSTEM THROUGH GOOGLE SHORT CUT KEY.

103) 11/17/2019 - ADDRESSMENT OF SSGT WELDING 1D OFFICE - ACCESS TO GTL SOFTWARE - AFTER STATEMENT WITHIN CHOW HALL - "PROBLEMS THERE".

104) 11/28/2019 - ADDRESSMENT OF SSGT WELDING 1D OFFICE - REPRESS OF 11/17/2019 - NON RESPONDED'

105) 12/07/2019 - ADDRESSMENT OF WYNIA C. - REQUIRING RESPONSE TO QUESTION OF ACCESS TO

BILLING ACCOUNTS THROUGH ILLEGAL ACCESS
TO GTL OPERATING SYSTEM (PREPAID - ADVANCEONE
PAY)

106) 12/07/2019 - ADDRESSMENT OF CABINET
SECRETARY - REQUIRED ADDRESSMENT OF FRAUDULENT
BILLING ACCOUNTS; RESPONDED IN PART

COUNT 6 EMAIL/GAME CENTER PRO/EBOOKS/
STREAMING MUSIC

107) AS PART OF CONTRACT - GTL HAS ENJOINED
WITH SD DOC TO PROVIDE INNOVATES WITH PROGRAMS
AS SUCH AS EMAIL/GAME CENTER PRO/EBOOKS
AND STREAMING MUSIC;

108) UNDER SUCH PROGRAMS - THE OFFENDER
CAN OBTAIN SUBSCRIPTIONS - ADJOIN PAYING A
SERVICE FEE - SOMETIMES EXCLUDING MORE
THAN THE SUBSCRIPTION RATE ITSELF OF \$8.99 (30)
DAY SUBSCRIPTION - \$11.00 SERVICE CHARGE/FEE
FOR STREAMING MUSIC - GAME CENTER PRO \$14.99
(30) DAY SUBSCRIPTION - \$1.00 SERVICE CHARGE/FEE FOR
PUBLIC DOMAIN DOWNLOADS WHICH GTL LIST FOR FREE -
WITH GTL REGISTERED TRADE MARK OVERLAY - LEAVING

RATE DEFINITION TO THE PREMISE PROVIDER:

109) EMAIL SERVICE APPLIES A \$0.25 FEE- PLUS
\$0.01 FOR ATTACHED PHOTO - LIMITING THE CHARACTERS
TO 3000;

110) GTEL IDENTIFIES SD DOC WITHIN CONTROL
OF ALL INCOMING AND OUTGOING EMAILS-
RESULTING WITHIN NEEDLESS DELAYS OF
2HRS TO 48HRS UPON RECEIPT OF EMAILS
TRANSFER TO INMATE TABLET- ESTABLISHING
NEEDLESS DELAYS AND LIMITED CHARACTERS;

CONCLUSION- REMEDIES:

COUNT 1

MARCH 15TH 2016- THE STATE OF SOUTH DAKOTA-
SOUTH DAKOTA DEPARTMENT OF CORRECTIONS HAS
ENTERED INTO CONTRACTUAL AGREEMENT WITH
GLOBAL TEL LINK CORPORATION TO PROVIDE INMATE
PHONE SERVICES/VIDEO VISITATION UNDER DEFINITION
FOUND WITHIN PAGE 2 CHAPTER 4 'COMPENSATION'.
CALLS WILL BE BILLED AT THE PER MINUTE RATE AND
NOT BY MAXIMUM LENGTH- UNDER DEFINITION OF
CONTRACTUAL PROPOSAL #193- THE STATE OF SOUTH

DAKOTA - SOUTH DAKOTA DEPARTMENT OF CORRECTIONS
HAD ENTERED INTO AN ILLEGAL/UNCONSTITUTIONAL
PARTNERSHIP WITH GTEL WITHIN INDIFFERENCE TO
47 CFR 64.6090 'FLAT-RATE CALLING': 'NO PROVIDER
SHALL OFFER FLAT-RATE CALLING FOR INMATE BILLING
SERVICES'; WHEN SHOWN UNDER CONTRACT TO BILL
INMATES \$0.05 LOCAL; \$0.08 LONG DISTANCE AND \$0.25
INTERNATIONAL - BILLING FOR TIME NOT USED/OBTAIN
VIOLATING STATUTORY AUTHORITY UNDER 42 USC
1541, 201, 202, 217, 218, 220, 222, 225, 226, 227, 228,
251(a), 251(e), 254(6), 2621, 403(b)(2)(B), (c), 616, 620, 1401-
1473)

RINDAHL WOULD REQUIRE THE COURTS
TO ISSUE AN ORDER - AUDITING [ALL]
INMATE PHONE RECORDS WITHIN LONG
DISTANCE AND LOCAL FOR INDIFFERENCE
OF A FLAT-RATE BILLING AND TIME
USED WITHIN ACCORDANCE TO MANDATES
FOUND WITHIN 47 CFR 64.6090 - SHOWN
WITHIN INSLRY UNDER THE 1st, 5th, 8th
AND 14th AMENDMENTS - ENJOINING
STATE (LAW) AND CONSTITUTION) EXTENDING
TO CONTRACT WITHIN VAC/GTEL; REFUNDING
DIFERENCE AND PUNITIVE DAMAGES TO SD
DOC INMATES!

ORDER THE STATE OF SOUTH DAKOTA -
SOUTH DAKOTA DEPARTMENT OF
CORRECTIONS TO FORGO ALL KICKBACKS/
COMMISSIONS - LOWERING PHONE SERVICE/
VIDEO VISITATION BASED UPON SAID
REMOVAL

AFFORD INMATE USE OF ATTACHED
VIDEO COMPONENT TO MINI-TABLET
FOR VIDEO VISITATION WITHIN LIVING
QUARTERS.

COUNT I(a) - RIGHT TO BE HEARD/GRIEVE

RINDAHL ASSERTS THE ACTIONS AND INACTIONS OF
SD DOC DEFENDANTS LEIDHOLT, YOUNG, PONTO;
BENITON; FANTROY, ROBERT, DINMANSON AND WYNIA
HAD CREATED A LIBERTY INTEREST RIGHT WITHIN
RINDAHL'S RIGHT TO BE HEARD/DUE PROCESS EQUAL
PROTECTION OF THE LAW CLAUSE - ENJOINING STATE
LAW CLAIMS/CONSTITUTION - WITHIN THEIR
INDIFFERENCE TO ENFORCE CONTRACTS UPON GRIEVANCE.
INVESTIGATE INTO CONTRACT PERFORMANCE - CONSPIRACY
CONSPIRACY TO DEFRAUD BENEFIT OF CONTRACT -
INDIFFERENCE TO GRIEVANCE RELEVANT TO 47 CFR
COM. 2401; COM. 6050 AND 47 CFR 604.6010; INDIFFERENCE

TO GRIEVANCE RELATED TO ILLEGAL ACCESS TO GTL
OPERATING SYSTEM/SOFTWARE - INDIFFERENCE TO
GRIEVANCE WITHIN OBSTRUCTION OF GOVERNMENTAL
AGENCIES, FEDERAL/STATE COURTHOUSE'S AND
FRIEND/FAMILY PHONE LINES - INDIFFERENCE TO GRIEVANCE
WITHIN BILLING ACCOUNT FRAUD AND ILLEGAL
BILLING PRACTICES." RINDAHL REQUIRES THE COURT TO
ADDRESS PUNITIVE DAMAGES!

REQUIRE SD DOC TO ENACT ELECTRIC
GRIEVANCE WITH GTL REGIONAL MANAGER

COUNT 1(b) ILLEGAL/UNCONSTITUTIONAL TERMS
TO CREATE OBSTRUCTION!

RINDAHL ASSERTS THE ACTIONS AND INACTIONS OF
SD DOC DEFENDANTS, LEIDHOLT, YOUNG, PONTOI,
BENTON, FANTROY, ROBERT, DITMANSON HAD SHOWN
INDIFFERENCE TO THEIR MINISTERIAL DUTIES WHEN
SHOWN TO HAVE CREATED AN ILLEGAL/UN-
CONSTITUTIONAL TERMS-TO CREATE OBSTRUCTION
WITHIN ACCESS TO FRIENDS AND FAMILY PHONE
LINES WITHIN THE TERM COURTESY MARKETING -
CREATING A LIBERTY/INTEREST RIGHT UNDER
THE 1ST, 8TH AND 14TH AMENDMENTS - ENJOINING
STATE LAW CLAIMS/CONSTITUTION - SHOWN TO CAUSE
INJURY

COUNT 1(c) BILLING ACCOUNTS

RINDAHL ASSERTS THE ACTIONS AND INACTIONS OF THE STATE OF SOUTH DAKOTA - 30 DOC DEFENDANTS NOAM, LELOHOLT, YOUNG, PONTO, BENSON, FANTROY, ROBERT, DANNANSON AND WYNIA HAD SHOWN INDIFFERENCE TO THEIR MINISTERIAL DUTIES - WHEN SHOWN TO HAVE CREATED ILLEGAL BILLING PRACTICES/ACCOUNTS TO DEFRAUD - AND DOUBLE BILL RINDAHL FOR PHONE CALLS MADE COLLECT TO GEROY D. RINDAHL 715-286-5564 - CREATING A LIBERTY INTEREST RIGHT VIOLATION UNDER THE 1ST, 8TH, 8th AND 14th AMENDMENTS OF THE UNITED STATES CONSTITUTION - ENDOWING STATE LAW CLAIMS AND CONSTITUTION. RINDAHL CONTENTS SAID DEPRIVATION EXTENDED TO A CONSPIRACY TO CONCEAL WITHIN REFUSAL TO PROPERLY INVESTIGATE THE ILLEGAL BILLING ACCOUNTS; RINDAHL REQUIRES THE COURT TO ADDRESS PUNITIVE DAMAGES 42 USC

COUNT 2 OBSTRUCTION WITHIN ACCESS TO THE COURTS/MEDIA.

RINDAHL ASSERTS THE ACTION AND INACTIONS OF NAMED DEFENDANTS LELOHOLT, YOUNG, PONTO, BENSON, FANTROY, ROBERT, DANNANSON HAD CREATED A LIBERTY INTEREST RIGHT WITHIN ACCESS TO THE COURTS AND MEDIA UNDER THE 4th, 8th AND

14TH AMENDMENTS OF THE UNITED STATES
CONSTITUTION - ENSURING STATE LIVES CLAIMS AND
CONSTITUTION - CREATING INJURY:

RINDAHL CONTENDS THE NAMED SO DOC DEFENDANTS HAD SHOWN INDIFFERENCE TO THEIR OFFICIAL AND UNOFFICIAL DUTIES WHEN SHOWN TO HAD ACTED WITHIN BREACH OF CONTRACT CREATING ILLEGAL UNCONSTITUTIONAL METHODS TO CREATE OBSTRUCTION WITHIN ACCESS TO COURTS - CAUSING ACTUAL/REAL INJURY UNDER THE 1ST, 8TH AND 14TH AMENDMENTS

RINDAHL CONTENDS NAMED SO DOC DEFENDANTS HAD CREATED A LIBERTY INTEREST RIGHT UNDER THE 1ST AND 14TH AMENDMENTS WITHIN ACCESS TO THE MEDIA - KCOLAND NEWS - WHEN SHOWN TO HAVE AFFIXED AN UNCONSTITUTIONAL/ILLEGAL TERM SITE BTN Block - WHEN STICKED TO CALLED DEBIT ACCOUNT - CREATING INJURY WITHIN ACCESS

RINDAHL REQUIRES THE COURT TO ORDER

BRIEFING ON ELECTRIC FILING WITHIN
ALL PRIVILEGE/LEGAL MATERIALS UPON
GTR PLATFORM; RINDANL REQUIRED THE COURT
TO ADDRESS PUNITIVE DAMAGES FOR EACH INCIDENT.

COUNT 3 47 CFR 64.2401 TRUTH IN BILLING:

RINDANL ASSERTS THE ACTIONS AND INACTIONS
OF SD DOC DEFENDANTS HAD CREATED A LIBERTY
INTEREST RIGHT WITHIN THEIR INDIFFERENCE TO
FEDERAL MANDATES FOUND WITHIN 47 CFR 64.
2401- WHEN SHOWN WITHIN GTR'S DISCOSUM
WITHIN VERSION INFO-HAD CREATED A DIGITAL
VERSION OF MANDATES FOUND WITHIN 47 CFR
64.2401- TO HAVE SD DOC DEFENDANTS SUPPRESS
FOR OVER A YEAR; CREATING INJURY WITHIN
CONTRACT ENFORCEMENT /PROFORMANCE AND STATUTE

COUNT 4 - 47 CFR 64.6110 CONSUMER DISCLOSURE OF
INMATE CALLING SERVICE RATES:

RINDANL ASSERTS THE ACTIONS AND INACTIONS OF
SD DOC DEFENDANTS HAD ACTED WITHIN A CONSPIRACY
WITH GTR TO DEFRAUD RINDANL OF MONIES-WHEN
SHOWN TO HAVE EXTENDED OUTSIDE THE CONTRACTUAL
AGREEMENT WITHIN THE DATE OF 3/15/2016- WITHIN
A COST EXTENDING OUTSIDE THE COST OF A CALL

FOR A MINUTE RATE OF \$0.05 (SHOWN TO EXTEND
TO \$0.06) \$0.08 LONG DISTANCE (EXTENDING FROM
\$0.09 TO \$0.15 A MINUTE) - SO ROC HAD, AND STILL
REFUSES TO INVESTIGATE! HAD CREATED A LIBERTY
INTEREST RIGHT UNDER THE 1ST, 5TH, 8TH AND
14TH AMENDMENTS - CAUSING INJURY.

RINDAHL REQUIRES THE COURT TO ISSUE
AN ORDER TO GLOBAL TEL LINK AND
OR ROC TO ENACT A ELECTRIC NOTIFICATION
PROGRAM TO NOTIFY OF ANY
COMMERCIAL CHANGES - RATE CHANGES

RINDAHL REQUIRES THE COURT TO ISSUE
ORDER TO DO ROC - REFUNDING RINDAHL
OF ALL INDIFFERENCE'S UNWIN BILLING
COST; AND SIMILAR LIKE PEOPLE

RINDAHL REQUIRES THE COURT TO ISSUE
AN ORDER TO INVESTIGATE INTO
ILLEGAL BILLING RATE PRACTICES!

COUNT 5 - ILLEGAL ACCESS TO OTR OPERATING
SYSTEM/SOFTWARE!

RINDAHL ASSERTS THE ACTIONS AND INACTIONS OF

SO DEFENDANTS HAD CREATED A LIBERTY
INTEREST RIGHT UNDER THE 1ST, 5TH, 8TH AND
14TH AMENDMENTS OR THE UNITED STATES
CONSTITUTION - ENJOINING STATE LAW CLAIMS
CONSTITUTION - WHICH IS HELD TO HAVE GAINED
ILLEGAL ACCESS TO GOL OPERATING SYSTEM/
OPERATING SOFTWARE TO ILLEGAL ALTERED
GLOSSARY TERMS - AFTER BILLING - CREATE
OBSTRUCTION WITHIN ACCESS TO POLITY,
MEDIA, GOVERNMENTAL AGENCY AND FAMILY
AND FRIENDS PHONE NUMBERS - CREATING
INJURY.

COUNT 6 EMAIL/GAME CENTER PRO/EBOOKS/
STREAMING MUSIC

PINDARIC ASSERTS THE ACTIONS AND INACTIONS
OF SO DEFENDANTS HAD ENTERED INTO A
ILLEGAL/UNCONSTITUTIONAL PARTNERSHIP WITH
GZ FOR UNJUST ENRICHMENTS WITHIN LIMITED
PROGRAMS WITHIN STREAMING MUSIC, GAME CENTER
PRO, AND AN UNCONSTITUTIONAL/ILLEGAL KICKBACK
ON PHONES; CREATING AN LIBERTY INTEREST
RIGHT UNDER THE [SHERMAN ACT] EXTOM THE
1ST, 5TH, 8TH AND 14TH AMENDMENTS OR THE
UNITED STATES CONSTITUTION - ENJOINING

STATE CIVIL CLAIMS/CONSTITUTION-CREATING
ACTUAL INJURY

RINDAHL REQUIRES THE COURT TO
ISSUE AN ORDER - ORDERING SD DOC
TO AUDIT ALL INMATE ACCOUNTS
FOR SUBSCRIPTIONS TO STREAMING
MUSIC - ORDERING THE RETURN
OF ALL MONIES OUTSIDE THE
SUBSCRIPTION RANGE OF \$8.99
SINCE 3/15/2016:

RINDAHL REQUIRES THE COURT
TO ISSUE AN ORDER - AUDITING
ALL INMATE ACCOUNTS FOR PAYMENTS
FOR GAME CENTER PRO SUBSCRIPTIONS
- REFUNDING ALL PAID SUBSCRIPTIONS
- BASED UPON CONTRACT TERM FREE!

REQUIRE SD DOC TO ENACT A FILTER
TO INCOMING AND OUTGOING EMAILS TO
REMOVE NEEDLESS DELAYS - REDUCING
TIMELINES OF EMAILS TO 5 MINUTE IN-
COMING AND OUTGOING WITHOUT PHOTOS -
10 MINUTES WITH A PHOTO; EXTENDING
CHARACTERS TO 3000 - 4000;

RINDAHL WOULD ALSO REQUIRE THE COURT TO ISSUE AN ORDER TO LOOK INTO ENCHARGING THE EXISTING MINI-TABLET PROGRAM SIZE; NOTING APPLYING WORDPROCESSORY UPON TABLET FOR PRIVILEGE/LEGAL PROGRAM;

ISSUE AN ORDER ADOISING SO DO THE SALE GATEWAY CHRONE OR SIMILAR TABLET WITHIN RS COMMISSARY;

RINDAHL PRAYS THE COURT,

ISSUE AN ORDER/DECLARATION THAT THE STATEMENTS OMISSIONS DID VIOLATE RINDAHL'S AND SIMILAR LIKE PERSONS STATUTORY/CONSTITUTIONAL RIGHTS - ENJOINING STATE RAUL CLAIMS;

ISSUE AN ORDER GRANTING CLASS CERTIFICATION - APPOINTMENT OF COUNSEL UNDER RULE 23/23(c)(4)

ISSUE AN ORDER SETTING DATES AND TIMES FOR COMPLETION OF DISCOVERY AND DEPOSITIONS;

ISSUE AN ORDER AWARDING ATTORNEY FEES AND COST - ADJOINN POSTING OF CLASS ACTION THROUGHT OUT

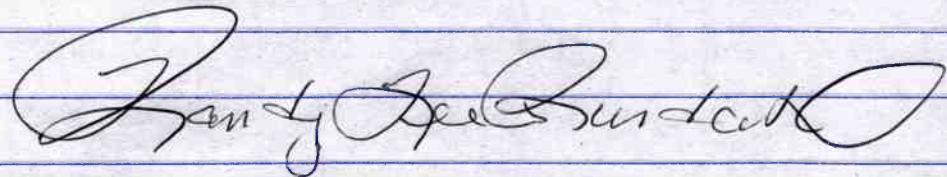
THE STATE OF SOUTH DAKOTA - SOUTH DAKOTA
DEPARTMENT OF CORRECTIONS

ISSUE AN ORDER AWARDING DAMAGES UNDER
COMPENSATION AND PUNITIVE;

ISSUE AN ORDER AFFORDING UPON APPOINTMENT OF
COUNSEL - AUTHORITY TO AMEND!

ISSUE AN ORDER AWARDING RINDAHL FINDING
FEES OF \$25,000 "ASOCIN COSTS"

RESPECTFULLY SUBMITTED THIS 4th DAY OF
MARCH 2020:



Douglas County
DEPARTMENT OF PROSECUTION

STATE PER

P.O. Box 591

Sioux Falls, SD 57117-5911

Address Service Requested

Case 4:20-cv-04044-RAL

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SOUTH DAKOTA
C 30

Clerk of Court,
United States District Court
District of South Dakota
Southern Division
400 S. Phillips Ave #128
Sioux Falls, SD
57104

JW 03/04/20